



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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December 16, 2010

CBCA 2151-RELO

In the Matter of CARL H. WELBORN, JR.

Carl H. Welborn, Jr., Edgewater, MD, Claimant.

Judy Hughes, Standards and Compliance, Finance Mission Area, Travel Pay, Defense Finance and Accounting Service, Department of Defense, Columbus, OH, appearing for Department of Defense.

**SHERIDAN**, Board Judge.

Claimant, Carl H. Welborn, Jr., a civilian employee of the Military Sealift Command (Command), seeks payment of \$659.22 for airline fares and booking fees he paid associated with his permanent change of station (PCS). The Defense Finance and Accounting Service (DFAS or agency) correctly applied the provisions of the Joint Travel Regulations (JTR) in limiting claimant's reimbursement of airfare and fees to the government rate that would have been charged had claimant obtained the tickets through the Command's contract travel office (CTO).

Background

Claimant, who had been employed by the Command for approximately four months, was issued PCS orders to move from The Woodlands, Texas, to the Washington Navy Yard, Washington, D.C. Among other things, claimant was authorized delayed dependent travel. The Command instructed claimant to pay for his dependents' airline tickets out-of-pocket and submit a voucher to the Command for reimbursement.

Claimant booked the airline tickets over the telephone and paid for the airfare using his personal credit card. For this part of the travel, claimant paid \$1442.30: \$1242.30 for his dependents' airfare (3 dependents x \$414.10 per ticket) and \$60 in booking fees (3 tickets

x \$20 per ticket). Claimant's dependents flew from Houston's Bush Intercontinental Airport to Washington's Reagan National Airport on December 30, 2009.

Upon submitting his travel voucher, claimant was reimbursed \$643.08 for airfare (\$599.22 less than he paid for the airline tickets) and was denied reimbursement of the \$60 in booking fees.<sup>1</sup> The Navy Passenger Transportation Office (NAVPTO), the Command's CTO, explained that claimant's reimbursement was limited to the cost the Government would have incurred had the tickets been purchased through the CTO, which was \$643.08. Claimant seeks reimbursement of the \$659.22 which the agency denied.

### Discussion

The JTR, which are applicable to claimant, set forth a mandatory policy that all Department of Defense employees use an available CTO to arrange official travel, including transportation and rental cars. JTR C2203-A.1. When a CTO is available, but not used by the employee, reimbursement for the transportation costs is not to exceed the amount the government would have paid if the arrangements had been made directly through the CTO. JTR C2203-D.1.<sup>2</sup> Claimant is also subject to the Federal Travel Regulation (FTR), which requires an approved exception to using the CTO in order for an employee to be fully reimbursed. 41 CFR 301-50.5 (2009).<sup>3</sup>

NAVPTO represents that the airfare would have cost \$643.08 had the tickets been purchased through the CTO. Claimant was properly reimbursed for the cost of his airfare up to the amount of the government rate, and he must personally bear any extra cost incurred. *Julie H. Herling*, CBCA 489-TRAV, 07-1 BCA ¶ 33,529; *Anna Maria Abrigo*, GSBCA 15675-TRAV, 02-2 BCA ¶ 31,921.

It is unfortunate when an agency provides erroneous advice to an employee, the employee acts in good faith relying on the instructions received from the agency, and then

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<sup>1</sup> The booking fee was charged directly by the airline because the reservations were made over the telephone as opposed to the internet, and the airline charged a \$20 per ticket fee for that service.

<sup>2</sup> There is no evidence that a CTO was not available.

<sup>3</sup> An exception to arranging travel through an agency's CTO requires a finding that doing so would unreasonably burden the agency's mission, compromise a national security interest, or endanger the traveler's life. 41 CFR 301-50.4. Neither the Command nor DFAS nor claimant has argued that any of those exceptions applied to claimant.

is denied reimbursement of his or her expenses. Here, it appears the Command may have erroneously told claimant he did not have to book his airline reservations through the CTO. Even if claimant received this erroneous advice, it is well established that erroneous advice cannot serve as a basis for expanding an employee's entitlements. *Orville Darwin Messer*, CBCA 1673-RELO, 10-1 BCA ¶ 34,324 (2009); *Gene Kourtei*, CBCA 793-RELO, 08-1 BCA ¶ 33,724 (2007). While both the Command and DFAS are sympathetic to claimant's situation, and have expressed willingness to reimburse claimant if there is a legal basis to do so, neither has provided any facts or legal bases that would allow such reimbursement.

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PATRICIA J. SHERIDAN  
Board Judge